

IBEW/City of San Jose Negotiations
IBEW Package Proposal 5
4/21/11

Term

Two (2) year term starting July 1, 2011

Wages

Undo one-time and ongoing additional retirement contributions and decrease salary by approximately 10.1%. See attached side letter for settlement with other employee units covering same time period.

Healthcare Cost Sharing

City pays eighty-five percent (85%) of the cost of the lowest priced plan.

Healthcare Co-pays

\$25 Co-pay plan

Health and Dental in Lieu

Payment in-lieu of health and/or dental insurance program..

Healthcare Dual Coverage

Simultaneously covered employees

Subsidy for Public Transit

City no longer provides Eco-Pass and Commuter Check Vouchers

Side Letters

- Sick Leave Payout Reform
- Retirement Reform
- Layoff Process and Procedure
- SRBR

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Wages

Proposed Language:

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to **[Union]** shall be decreased by approximately 10.1 %. This will result in the top and bottom of the range of all classifications represented by **[Union]** being 10.1% lower. All employees will receive a 10.1% base pay reduction.

This language is intended to replace the language in:

- *Article 5.1 through Article 5.1.6 of the IBEW Memorandum of Agreement.*

Note:

The City will "undo" one-time and ongoing additional employee retirement contributions that offset the City's retirement contribution rates and stop "one-time" base rate concessions made in Fiscal Year 2010-2011 effective June 25, 2011.

This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the IBEW reserves the right to modify, amend and/or add proposals.

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Healthcare Cost Sharing

Proposed Language:

Effective pay date July 1, 2011, the City pays eighty-five percent (85%) of the cost of the lowest priced plan for the employee or the employee and dependent coverage and the employee pays fifteen percent (15%) of the premium for the lowest priced plan. If the employee selects a plan other than the lowest priced plan, the employee pays the difference between the total cost of the selected plan and the City's' contribution towards the lowest priced plan.

This language shall be added under:

- *Article 5.5.1 of the IBEW Memorandum of Agreement, (replaces current Article 5.5.1)*

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Health and Dental in Lieu

Proposed Language:

Effective pay date July 1, 2011, employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

	Health In-lieu	Dental In-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

A City employee who receives healthcare coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage.

This language shall be added under:

Article 5.5.4.2 of the IBEW Memorandum of Agreement, (replaces current Article 5.5.4.2)

This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the IBEW reserves the right to modify, amend and/or add proposals.

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Public Transit Subsidy

Proposed Language:

ECO-Pass

After calendar year 2011, the City will no longer provide employees an ECO-Pass. This means that any employee in possession of a 2011 ECO-Pass provided by the City may continue its use through calendar year 2011. Beginning calendar year 2012, the City will cease providing an ECO-Pass.

Commuter Check Program

Upon exhaustion of the current supply of Commuter Check Vouchers, the Vouchers will no longer be available to employees for purchase from the City. This means that the subsidized Commuter Check Voucher Program is eliminated after the current supply of Commuter Check Vouchers are exhausted.

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Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 332

(IBEW)

RETIREMENT REFORM

The City and the International Brotherhood of Electrical Workers Local 332 (IBEW) agree to continue meeting and discussing pension benefits for future employees and non-vested retiree healthcare benefits for current and future employees.

Either the City or IBEW may provide notice to the other of its request to continue to meet and discuss. Upon such notice, the parties shall continue these negotiations within ten (10) calendar days after the City or IBEW receives notice from the other. The City and IBEW shall continue to meet and discuss in good faith in an effort to reach a mutual agreement. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the right to mediation as set forth in the applicable provisions under the Employer-Employee Relations Resolution No. 39367

This side letter does not give the City any right, which it does not already have by law, to impose any unilateral changes regarding retirement during the term of the 2011 – 2013 Memorandum of Agreement.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor agreement between the City and IBEW.

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Side Letter Agreement

BETWEEN

THE CITY OF SAN JOSE

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 332

(IBEW)

SUPPLEMENTAL RETIREE BENEFIT RESERVE (SRBR)

The City and the International Brotherhood of Electrical Workers Local 332 (IBEW) agree to discuss the Supplemental Retiree Benefit Reserve (SRBR) program in the Federated City Employees' Retirement System.

Either the City or (IBEW) may provide notice to the other of its request to discuss the SRBR program. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or (IBEW) receives notice from the other. If the parties are at impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the right to mediation as set forth in the applicable provisions under the Employer-Employee Relations Resolution No. 39367

This side letter does not give the City any right, which it does not already have by law, to impose any unilateral changes regarding SRBR during the term of the 2011 – 2013 Memorandum of Agreement.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, a successor Memorandum of Agreement.